



STATE OF ARIZONA
DEPARTMENT OF JUVENILE CORRECTIONS
NOTICE OF REQUEST FOR QUOTATION



SOLICITATION NUMBER: J05041
SOLICITATION DUE DATE/TIME: October 27, 2004, 5:00 PM MST
SUBMITTAL LOCATION: Arizona Department of Juvenile Corrections*
Procurement Office
1624 W. Adams, 1st Floor
Phoenix, Arizona 85007-2631

DESCRIPTION: Install Package Air Conditioning/Heating Units at Black Canyon School (BCS)

In accordance with A.R.S. § 41-2535, written quotations for materials or services specified will be received by the Arizona Department of Juvenile Corrections (Department), at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department's Procurement Office on or prior to the exact time and date indicated above. Late quotations will not be considered, except as provided in the Arizona Procurement Code.

The terms and conditions included herein should be reviewed and understood before preparing a quotation. Please reference the name of the Solicitation Contact Person and RFQ number on the outside of the return envelope.

Solicitation Contact Person:

Dave Novak, CPPB
Name

(602) 542-6677
Phone

October 14, 2004
Date

***AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER**



OFFER AND ACCEPTANCE

Arizona Department of Juvenile Corrections
Procurement Office
1624 W. Adams
Phoenix, Arizona 85007-2631

SOLICITATION NO.: J05041

OFFER

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation.

Arizona Transaction (Sales) Privilege

For Clarification of this Offer contact:

Tax License No.: _____

Name: _____

Federal Employee Identification

Phone: _____

No: _____

FAX: _____

E-Mail: _____

Company Name _____

Signature of Person Authorized to Sign Offer _____

Address _____

Printed Name _____

City _____ State _____ Zip _____

Title _____

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona use only)

Your Offer to provide Install Package Air Conditioning/Heating Units at Black Canyon School (BCS) is hereby accepted.

The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document or written notice to proceed if applicable.

This Contract shall henceforth be referred to as Contract No.: _____

Line Items Awarded: _____

State of Arizona

Awarded this _____ day of _____, 2004

Purchasing Manager

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS

SOLICITATION NO.: J05041

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page of this document, no later than as indicated.
2. **OPENING:** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State's Uniform Terms and Conditions (dated 4/04) are a part of this document as if fully set forth herein. Copies of this document are available upon request.
4. **TAXES:** The State of Arizona is exempt from federal excise tax, but is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
5. **OFFER REJECTION:** The State reserves the right to waive any immaterial defect or informality; reject any and all Offers or portions thereof; or cancel a Solicitation.
6. **OFFER ACCEPTANCE PERIOD:** An Offeror submitting a quote in response to this Solicitation shall hold its Offer open for sixty (60) days from the due date stated in this Solicitation.
7. **AWARD OF CONTRACT:** Where applicable, the State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
8. **ERASURES:** Erasures, interlineations, or other modifications must be initialed by the individual signing the Request for Quotation.
9. **UNIT PRICE:** Where applicable, in case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
10. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or service within thirty (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any Offer that requires payment in less than thirty (30) calendar days shall not be considered.
11. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date Department's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Department shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period.
12. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and its Rules and Regulations (A.A.C. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.A.C. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Procurement Office.
13. **INDEMNIFICATION:** The Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all claims. It is agreed that the Contractor will be

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS

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responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. (This indemnification clause shall not apply if the Contractor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.)

14 INSURANCE:

- 14.1 The Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 14.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 14.3 Minimum Scope and Limits of Insurance: The Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.
- 14.3.1 Commercial General Liability – Occurrence Form. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
- | | | |
|----------|--|-------------|
| 14.3.1.1 | General Aggregate | \$2,000,000 |
| 14.3.1.2 | Products – Completed Operations Aggregate | \$1,000,000 |
| 14.3.1.3 | Personal and Advertising Injury | \$1,000,000 |
| 14.3.1.4 | Fire Legal Liability | \$ 50,000 |
| 14.3.1.5 | Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| 14.3.1.6 | Each Occurrence | \$1,000,000 |
- 14.3.1.7 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- 14.3.1.8 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 14.3.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- | | | |
|----------|-----------------------------|-------------|
| 14.3.2.1 | Combined Single Limit (CSL) | \$1,000,000 |
|----------|-----------------------------|-------------|
- 14.3.2.2 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
- 14.3.3 Worker's Compensation and Employers' Liability
- | | | |
|------------|-------------------------|-------------|
| 14.3.3.1 | Workers' Compensation | Statutory |
| 14.3.3.2 | Employers' Liability | |
| 14.3.3.2.1 | Each Accident | \$ 500,000 |
| 14.3.3.2.2 | Disease – Each Employee | \$ 500,000 |
| 14.3.3.2.3 | Disease – Policy Limit | \$1,000,000 |
- 14.3.3.3 The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 14.3.3.4 This requirement shall not apply to: Separately, each Contractor or subcontractor exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 14.4 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- 14.4.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of

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- liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 14.4.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 14.4.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 14.5 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department's contact person to receive all notices relative to this Contract as identified on the Program Administration Section of the Contract and shall be sent by certified mail, return receipt requested.
- 14.6 Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 14.7 Verification of Coverage. The Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 14.7.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 14.7.2 All certificates required by this Contract shall be sent directly to the Department's contact person to receive all notices relative to this Contract as identified on the Program Administration Section of the Contract and shall be sent by certified mail, return receipt requested. The Department's contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- 14.8 Subcontractors: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 14.8 Approval. Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- 14.9 Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.
15. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
16. **AMERICANS WITH DISABILITIES ACT:** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility; requests for special accommodations must be made with 72 hours prior notice. A person requiring special accommodations may contact the Solicitation Contact Person identified on the first page of this Solicitation.
17. **SMALL BUSINESS SET ASIDE:** In accordance with A.R.S § 41-2535, and A.A.C. R2-7-335, this purchase is restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominate in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million in its last fiscal year. By submitting a quote in response to this Solicitation, an Offeror certifies that it is a small business as defined above.
18. **BRAND NAMES:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design, and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Offer which proposes like quality, design, or performance will be considered. If the

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description of your Offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.

19. SOLICITATION AMENDMENTS: The Fax On Demand system is unable to determine what Offerors will be bidding on this solicitation; therefore, prior to Offerors submitting their quote, the Offeror should call the Contract Officer to determine if there are any amendments to this Fax On Demand solicitation.
20. CONTRABAND: As defined by A.R.S. § 13-2501, "contraband" means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.) Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the A.R.S. § 13-2514, et. seq. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.
21. SUBCONTRACTS. In addition to the Uniform Terms and Conditions, the Contractor shall bear full responsibility for the performance under all applicable subcontracts, shall forward copies to the Procurement Officer and shall retain copies on file.
22. WORK SITE SECURITY. Prior to departure from any work site, all equipment, tools, and work site SHALL be secured and inspected by a security supervisor. Noncompliance with this requirement may result in the loss of the privilege to enter the facility.
23. SECURITY BRIEFINGS. Prior to commencing work, all Contractor personnel providing services on grounds at secure care schools shall be required to attend a security/safety briefing provided by the Department.
24. BACKGROUND CHECK. Prior to the start of any construction work, the Contractor shall submit to the Department a complete list of all employees assigned to the job which includes the following information: (a) name of employee; (b) address; (c) date of birth; (d) social security number; and (e) Arizona driver's license number. The Department or using agency reserves the right to exclude any Contractor's employees who fail to submit this required information or if, as a result of the Department's background check, a finding of undesirable criminal or employment history is found regarding any of the Contractor's employees.
25. WARRANTY. The warranty period on workmanship and materials shall be a minimum of one (1) year from the date of acceptance. Parts which in normal trade practice carry a warranty in excess of one (1) year, shall be subject to the normal warranty. The Price Sheet shall indicate any additional duration of warranty and applicable limitations or conditions which apply to the additional duration. The Contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective items during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations. The Contractor warrants that all:
 - 25.1 Services performed hereunder shall conform to the requirements of this Contract and shall be performed by qualified personnel in accordance with the highest professional standards; and
 - 25.2 Items furnished hereunder shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
26. CONTRACTOR'S RESPONSIBILITY. The Contractor shall provide workmanship and materials that conform to local, state and federal codes, rules and good practice in the trade. The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the performance of this Contract and the work hereunder, and shall comply with applicable laws and regulations governing safety, health and sanitation.
27. OTHER CONTRACTS. The Department may perform additional work related to this Contract or award other Contracts for such work. The Contractor shall cooperate fully with such other Contractors and/or State employees in the scheduling and coordination of its own work with such additional work. The Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees.

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28. RELATIONSHIP OF PARTIES. In addition to the Uniform Terms and Conditions, the Contractor is advised that taxes or social security payments shall not be withheld from a State payment issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

PRICE SHEET

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CONTRACT NO.:

Item	Description of Material, Service or Construction	Quantity	Unit	Unit Price	Extended Price
001	Install Carrier 48TFD007-6HQ AC/Heat Package	3	EACH	\$ _____	\$ _____
002	Install Carrier 48TFD006-6HQ AC/Heat Package	4	EACH	\$ _____	\$ _____
003	Install Carrier 48TFD005-6HQ AC/Heat Package	2	EACH	\$ _____	\$ _____
004	Install Carrier 48TFE004-6HQ AC/Heat Package	1	EACH	\$ _____	\$ _____
	All units may not be installed at the same time, contingent upon availability of funds.				
	SUBTOTAL				\$ _____
	____ % ARIZONA SALES TAX, STATE, COUNTY, AND CITY*				\$ _____
	TOTAL GROSS OFFER				\$ _____

- Delivery shall be made _____ calendar days after receipt of order.
- Payment Terms: _____
- By submitting a quote in response to this Solicitation, and in accordance with the small business description on page 3, paragraph 15, I certify that _____ (company name) meets the small business requirements.

Signature

Date

- By submitting a quote in response to this Solicitation, and in accordance with the small business description on page 3, paragraph 15 and Executive Order 2003-09, I certify that _____ (company name) is a ☐ Women-Owned ☐ Minority-Owned business (51% of the organization is controlled by a recognized Woman or minority group(s). If minority owned business, identify minority:

Signature

Date

*Notice: If applicable taxes are not described and itemized on the quote, the State will assume that the price(s) offered includes all applicable taxes.

PROGRAM ADMINISTRATION SECTION

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CONTRACT NO.:

1. In the absence of the principal authorized signatory named page 1, the following individual is authorized to sign this Contract and any amendments:

Name and Title	E-Mail Address
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2. The Department shall address all notices relative to this Contract to the attention of:

Name and Title	E-Mail Address
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Address	Phone Number	Fax Number
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3. The Department shall send payment to the Contractor at the following address:

Address	City	State	Zip Code
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FOR DEPARTMENT USE ONLY

1. The Contractor shall address all notices relative to this Contract to the attention of:

Dave Novak, CPPB, Purchasing Manager	DNovak@azdjc.gov
Name and Title	E-Mail Address

1624 W. Adams Street, Phoenix, AZ 85007-2631	(602) 542-6677	(602) 542-4992
Address	Phone Number	Fax Number

2. The term of the Contract shall begin on the date identified in the Notice to Proceed and terminate June 30, 2005.

Start Date: _____ End Date: _____ Extension Option: None

3. The Contractor shall address all programmatic and financial reports required in the Contract to:

Matt Gilman, Business Manager	MGilman@azdjc.gov
Name and Title	E-Mail Address

24601 N. 29 th Avenue, Phoenix, AZ 85027	(623) 780-1303 ext 2108	(623) 879-7024
Address	Phone Number	Fax Number

SCOPE OF WORK

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CONTRACT NO.:

- 1 The Arizona Department of Juvenile Corrections seeks offers for all the labor, equipment, and materials for the installation of new air conditioning and heating equipment as outlined in the specifications.
- 2 Project Site Location: Black Canyon School
24601 N. 29th Avenue
Phoenix, AZ 85027
- 3 Examination of Premises: Contractor must visit the site, verify all measurements and job conditions and pay all costs necessary to perform the scope and specifications to this project.
- 4 Regulations, Permits, Fees, Charges, Inspections
 - 4.1 Contractor must comply with all applicable codes, rules and regulations. All materials and work must comply with all currently adopted local building, mechanical, plumbing, electrical, and fire codes.
 - 4.2 No Permits are required on this project.
 - 4.3 All work must be inspected and approved by Owner. Prior to final approval, furnish the Owner with certificates of inspections and approvals by the authorities having jurisdiction, primarily State Fire Marshal's Office.
 - 4.4 All renovations and upgrades shall meet or exceed compliance of ASHRAE 90.1-89.
- 5 Scope of Work
 - 5.1 The work in this project includes provisions for an on-site Superintendent. Contractor shall also provide all labor, material, and equipment necessary for the demolition, installation and commissioning operation of all new owner furnished air conditioning, heating, and ventilation systems as specified herein.
 - 5.2 The work includes, but is not necessarily limited to, the following:
 - 5.2.1 Demolition and removal of existing HVAC roof mounted units and Installation of new owner furnished packaged cooling/heating systems complete with piping, controls and accessories for a complete acceptable commissioned system. Equipment Schedule and copy of existing building mechanical plans provided in this work.
 - 5.2.2 Furnishing and Installation of all supply and return ductwork including thermal and acoustical insulation to ensure a complete an acceptable commissioned system.
 - 5.2.3 Installation of coil condensate and other incidental drain piping to include; hangers, trim, insulation, etc to ensure a complete acceptable commissioned system.
 - 5.2.4 Cleaning, testing and air balancing of all air systems.
 - 5.2.5 All work shall be inspected by the State Fire Marshal's Office and accepted prior to Owners acceptance.
 - 5.2.6 Contractor shall be responsible for all costs for the interconnection, repair/connection, testing of all controls to meet current fire code requirement for duct smoke detection shutdown. Work includes coordination of Owners contracted fire alarm maintenance vendor for all HVAC equipment connected to the existing fire alarm system at Black Canyon School.
 - 5.2.7 All corrective work shall be without charge to the owner on any work requiring alteration due to lack of proper supervision or failure to make proper provision in time. Correct without charge any damage to adjacent work caused by the alteration or installation.
 - 5.2.8 Contractor shall be responsible for the labeling of equipment and electrical disconnects using engraved bakelite name plates permanently affixed to equipment or control device. All labeling shall be min. ¾" high. Owner shall furnish to the contractor the equipment name and number and the contractor shall identify panel location and circuit information and label equipment disconnect appropriately.
 - 5.2.9 Furnish and install conduit, wiring, raceways, junction boxes etc., controls, relays as required to ensure an acceptable commissioned operation.
 - 5.2.10 Furnish and install all new fuses, overloads, and motor starters etc. for all new equipment. Motor Starters shall conform to Electrical Work specified herein.
 - 5.2.11 Contractor shall be responsible for all machinery accessories such as equipment stands, supports, platforms etc. to ensure proper installation of new equipment. All fabricated accessories shall be painted with one coat of rust inhibitive primer and 2 coats of silver or white alkyd based gloss enamel.
 - 5.2.12 Demolition shall conform to all environmental requirements governing hazardous wastes, all CFC refrigerant management and OSHA requirements.
- 6 Electrical Work

SCOPE OF WORK

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CONTRACT NO.:

- 6.1 The work includes, but is not necessarily limited to, furnishing all labor and materials to install the following:
 - 6.1.1 All accessories, transformers, branch circuits, switches, feeders, controls and accessories.
 - 6.1.2 Motor and power wiring for all motors and/or equipment furnished under the contract.
 - 6.1.3 Re-Install temperature thermostat controls for all equipment.
 - 6.1.4 Electrical wiring, including power wiring, all power wiring raceways, conduit, outlet and junction boxes rated per application and NEC, NEMA standards.
- 6.2 Contractor shall verify all motoring and equipment voltage, phases and amperages to ensure proper installation and commissioning.
- 6.3 Furnish and replace existing motor starters. Starter shall be accordance with the latest applicable standards of NEMA and UL. All Starters shall be Square D Class 8536 TYPE S magnetic type, in NEMA TYPE 12 enclosure.
- 6.4 All Motors $\frac{3}{4}$ hp and larger and all automatically started motors $\frac{1}{2}$ hp and smaller to have magnetic starters for overload and under voltage protection (on all phases).
- 6.5 Equipment shall be sized and selected so that motors will be non-overloading at all points on the curve.
- 6.6 Furnish and deliver one replacement set of fuses to the Plant Supervisor upon completion and acceptance of this project.
- 7 Acceptable Equipment and Supplies
 - 7.1 Manual Dampers: Ruskin, Air Stream, Krueger, Carnes, Safe-Air, Metal-Form.
 - 7.2 Duct Insulation: Owens-Corning Fiberglas, Certain Teed, Mansville, Pittsburgh, Dow Chemical Co.
 - 7.3 Closed Cell Insulation: Halstead-Nomalco, Armstrong, Rubatex.
 - 7.4 Filters: Farr, Continental, Burke, American Air Filters, Cambridge, Purolater, EFC.
 - 7.5 Air Conditioning Units: Furnished by Owner, Installed by Contractor.
 - 7.6 Motors: Gould, General Electric, Westinghouse, Century, Sterling, US Electric.
 - 7.7 Motor Starters: Square D.
 - 7.8 Air Balance: Technical Air Balance, Systems Commissioning and Testing, Precision, Arizona Air Balance.
 - 7.9 Fuses: Bussman, Gould-Shawmutt, Brush.
- 8 Testing: This section describes the labor, materials and services required for the testing of all systems.
 - 8.1 Clean and test all condensate drains to ensure proper drainage.
 - 8.2 Air Systems and Air Distribution Test and Balance: The test and balance shall be held by the Contractor. The test and balance agency shall specialize in the balancing and testing of heating, ventilation and air conditioning systems, to balance and adjust and test air-moving equipment and air distributing or exhausting systems and shall be AABC certified.
 - 8.3 Testing contractor/employee shall conduct all tests and procedures published by AABC.
 - 8.4 All coordination shall be the responsibility of the contractor and testing and balance contractor.
 - 8.5 Contractor shall provide 2 copies of the submittal data for the testing and balancing of the air conditioning, heating and ventilation systems.
 - 8.6 Testing Procedure
 - 8.6.1 Test and adjust blower RPM to design requirements to within 10% of design.
 - 8.6.2 Test and record motor full load amperes.
 - 8.6.3 Make pitot tube traverse of main supply ducts and obtain design CFM at fans.
 - 8.6.4 Test and record system static pressure, suction and discharge.
 - 8.6.5 Test and adjust system for design CFM outside air.
 - 8.6.6 Test and adjust system for design CFM re-circulated air.
 - 8.6.7 Test and record entering air temperatures (DB heating and cooling).
 - 8.6.8 Test and record entering air temperatures (WB cooling).
 - 8.6.9 Test and record leaving air temperatures (DB heating and cooling).
 - 8.6.10 Test and record leaving air temperatures (WB cooling).
 - 8.6.11 Adjust all main supply and return air ducts to proper design CFM.
 - 8.6.12 Adjust all zones to proper design CFM supply and return.
 - 8.6.13 Test and adjust each ceiling diffuser, grille and register to within 10% of design requirements.
 - 8.6.14 Each grille, diffuser and register shall be identified as to location and area on an existing set of plans included with balance report. A copy of existing plans shall be provided by the Owner and shall be duplicated at no cost to the Owner to meet the Test and Balance Requirements.
 - 8.6.15 Reading and tests of diffusers, grilles and registers shall include required velocity, required CFM, and test resultant CFM

SCOPE OF WORK

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CONTRACT NO.:

after adjustments.

- 8.6.16 As part of the under this contract, the Air Conditioning Contractor shall make any changes in the pulleys, belts and dampers or the addition of dampers required for corrected balance as recommended at no additional cost to the Owner.
- 8.6.17 An additional warranty provided for 90 days after completion or resetting of any outlet, grille, supply air, return air and air intakes.
- 8.6.18 Contractor shall test heating supply mode and record CFM at each outlet. Where heating outlet CFM is more than 20% different from the proportional amount of cooling CFM, rebalance the heating and cooling CFM proportional.
- 9 Warranty: Warrant all materials, equipment and workmanship for the project in writing to be free from defects of material, and workmanship for one year to include any normal manufacturers warranty for all equipment defects and/or workmanship.
- 10 The Department shall provide the following equipment and accessories:
 - 10.1 48TFD007-6HQ, 6 ton package rooftop standard efficiency electric cooling/natural gas heat, 460/3/60, EconoMiser. (3 each)
 - 10.2 48TFD006-6HQ, 5 ton package rooftop standard efficiency electric cooling/natural gas heat, 460/3/60, EconoMiser. (4 each)
 - 10.3 48TFD005-6HQ, 4 ton package rooftop standard efficiency electric cooling/natural gas heat, 460/3/60, EconoMiser. (2 each)
 - 10.4 48TFE004-6HQ, 3 ton package rooftop standard efficiency electric cooling/natural gas heat, 460/3/60, EconoMiser. (1 each)
 - 10.5 Stand alone controllers, gear-driven damper assemblies, and 2-10 VDC damper actuators.

ATTACHMENT A: STATE OF ARIZONA SUBSTITUTE W-9 FORM

SOLICITATION NO: J05041

Pursuant to page 3, paragraph 4.3.4, of the Uniform Terms and Conditions, in order to receive payment under any resulting Contract, the Contractor shall have a current State of Arizona Substitute W-9 Form on file with the State of Arizona.

Attached is the W-9 that should be completed and returned with your offer. Failure to submit the form with your offer, may result in a delay of payment should a Contract be awarded pursuant to this Solicitation.



SUBSTITUTE W-9 INSTRUCTION SHEET

Purpose of form. The State of Arizona is required to file information returns with the IRS and provide correct taxpayer identification numbers (TINs) to report taxable income paid.

THE STATE WILL ISSUE FORM 1099-MISC BY JANUARY 31ST OF THE YEAR AFTER THE YEAR TAXABLE PAYMENTS OF \$600 OR MORE ARE RECEIVED. FOR MORE INFORMATION CONTACT THE STATE AGENCY FOR WHICH YOU PERFORM SERVICES FOR.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You **must** provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payment under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requestor your correct TIN, make the proper certifications, **and** report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding.

Payments **you** receive **will be subject to backup withholding if:**

1. You do not furnish your TIN to the requestor, **or**
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details.) **or**
3. The IRS tells the requester that you furnished an incorrect TIN, **or**
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), **or**
5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part III instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information.

Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Name and Number To Give the Requester

For this type of account	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ⁹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ⁹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁹
5. Sole proprietorship	The owner ²
For this type of account	Give name and EIN of:
6. Sole Proprietorship	The owner ²
7. A valid trust, estate, or pension trust	Legal entity ³
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Dept. of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments.	The public entity

⁹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

¹Circle the minor's name and furnish the minor's SSN.

²You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

³List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name.

Use Substitute Form W-9 if you are a U.S. person (including a <u>resident</u> alien), to give your correct TIN to the requester and, when applicable to:	Other entities. Enter your business name as shown on the required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.	If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "exempt" in Part II, sign and date the form. If you are a nonresident alien or a foreign entity exempt from backup withholding, see page 1 for a list of appropriate form(s) to submit.
1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).		
2. Certify you are not subject to backup withholding, or		
3. Claim exemption from backup withholding if you are an exempt payee.	Part I – Taxpayer Identification Number (TIN) You <u>must</u> enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.	Part II-Certification For a joint account, only the person with the TIN in Part I should sign (when required).
If you are a foreign person , IRS requires you use the appropriate form(s) as follows, instead of Form W-9:		1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
1. Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding.	IF you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.	2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
2. Form W-8ECI, Certificate of Foreign Person's Claim For Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States.	Note: See the chart on this page for further Clarification of name and TIN combinations.	3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
3. Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for the United States Tax Withholding.	How to get a TIN. IF you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov .	4. Other payments. You must give your correct TIN , but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
4. Form W-8IMY, Certificate of Foreign Intermediary, Foreign Partnership, or Certain U.S. Branches for United States Tax Withholding.		
5. Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual.		
Note: If a requester gives you a form other than Form W-9 or W-8 to request your TIN, you must use the requester's form if it is substantially similar to the IRS form.	If you do not have a TIN , write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.	5. Mortgage interest paid by you, acquisition or abandonment or secure property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.
Specific Instructions		
Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.	Part II-For Payees Exempt from Backup Withholding Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.	
If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.		
Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business trade, or "doing business as" name on the business name line.		

PACKAGED AIR CONDITIONING UNIT SCHEDULE

MARK	MFR.	MODEL NO.	UNIT NAMEPLATE		INDOOR BLOWER		COOLING CAPACITY				HEATING CAPACITY				FILTERS				UNIT WEIGHT	
			MAX. AMPS	VOLTS-60-HZ	CFM	EXT. S.P.	HP	TOT. TON	SEER	ENT. AIR DB	ENT. AIR WB	TYPE OF FUEL	INPUT BTU/HR	OUTPUT BTU/HR	MFR.	MODEL	SIZE	QTY		
AC-1	CARRIER	48LDT000	15.47	400-3-60	2000	.5"	3/4	40,104	55.215	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	850
AC-2	CARRIER	48LDT004	11.07	400-3-60	1,200	.5"	1/2	26,977	22,000	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	800
AC-3	CARRIER	48LDT005	14.77	400-3-60	1,500	.5"	3/4	34,906	31,950	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	800
AC-4	CARRIER	48LDT006	15.47	400-3-60	2,000	.5"	3/4	50,113	45,047	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	850
AC-5	CARRIER	48LDT008	13.97	400-3-60	2,000	.5"	3/4	40,905	37,130	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	850
AC-6	CARRIER	48LDT007	10.57	400-3-60	2,400	.5"	1	55,978	49,021	80°	67°	110°	N.GAS	120,000	91,000	FARR	90/90	25X24X1	1	900
AC-7	CARRIER	48LDT004	11.07	400-3-60	1,200	.5"	1/2	26,940	22,409	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	800
AC-8	CARRIER	48LDT005	14.77	400-3-60	1,500	.5"	3/4	32,605	29,510	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	800
AC-9	CARRIER	48HD007	16.57	400-3-60	2,400	.5"	1	55,015	40,889	80°	67°	110°	N.GAS	120,000	92,400	FARR	90/90	25X24X1	1	900
AC-10	CARRIER	48LDT005	14.77	400-3-60	1,500	.5"	3/4	32,911	29,472	80°	67°	110°	N.GAS	80,000	61,000	FARR	90/90	25X24X1	1	800
AC-11	CARRIER	48HD007	16.57	400-3-60	2,400	.5"	1	56,553	46,745	80°	67°	110°	N.GAS	120,000	92,400	FARR	90/90	25X24X1	1	900

BCS
ADMIN. BLDG.
"AC10"
N.I.C.



